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DALLAS OFFICE 5700 BANK ONE CENTER 1717 MAIN STREET 75201FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARYJOHN P. BANEON, JR.  
(202) 835-8000

August 16, 1993

**BY HAND DELIVERY**Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
Room 222  
1919 M Street  
Washington, D.C. 20554**Re: WMFP (TV), Lawrence, MA; Supplement to Petition  
for Rule Making to Amend 47 C.F.R. § 76.51(a)(6)**

Dear Mr. Caton:

On behalf of MFP, Inc., licensee of WMFP(TV), Lawrence, MA, ["WMFP"] we are supplementing its Petition for Rule Making ["Petition"] filed April 30, 1993, to amend 47 C.F.R. § 76.51(a)(6) to add its city of license to "Boston-Cambridge-Worcester, Mass." to make it the "Boston-Cambridge-Lawrence-Worcester, Mass." major television market.

Additional facts in support of WMFP's Petition follow. These facts and those in the Petition establish that a Boston-Cambridge-Lawrence-Worcester designation will facilitate competition among the television stations in the market in terms of cable television carriage and syndicated exclusivity, and cable subscribers will obtain access to all stations in the market. This will help equalize competition in the market and implements the purposes of hyphenation established in 1972, Cable Television Report and Order in Docket No. 18397, 36 FCC 2d 143, 176 (1972).

1) Area media treat Boston and Lawrence as in the same television market.

- The Lawrence cable television system provides the four Boston network affiliates on their licensed channels, WBZ-TV (Ch. 4-NBC), WCVB-TV (Ch. 5-ABC), WHDH-TV (Ch. 7-CBS) and WFXT(TV) (Ch. 25-Fox). See Attachment A, the most recent viewing guide for Continental

D

**Mr. William F. Caton  
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**Cablevision's Lawrence CATV system: WMFP is now carried on Channel 62.**

**• The Boston Globe's TV Week television guide for the week of August 1-7, 1993, lists WMFP as a Boston station. See Attachment B.**

**2) Cable subscribers would benefit considerably from a redesignated Boston-Cambridge-Lawrence-Worcester market.**

**• WMFP is the secondary NBC Television Network affiliate in the Boston market. WMFP regularly broadcasts network programming the primary affiliate does not carry. In August 1993, WMFP is scheduled to broadcast 22 hours a week of NBC Television Network programming. Without carriage of WMFP by Boston area cable operators during network preemption by the primary NBC affiliate, most cable subscribers are without access to this NBC programming. See Attachment C, WMFP-NBC Television Network Affiliation Agreement and WMFP August 1993 Program Schedule.**

**• Currently, many Boston area cable subscribers do not have access to WMFP's other programming. When Lawrence is included in the Boston-Cambridge-Worcester market, WMFP will be carried on numerous cable systems which now do not carry WMFP because of copyright requirements.**

**3) WMFP will continue at a severe competitive disadvantage with other stations in the Boston-Cambridge-Worcester market unless WMFP obtains the same carriage rights on cable systems.**

**• WMFP must pay similar rates for programming as Boston market stations and does not qualify for the lower rates applicable to stations in areas more distant from Boston than Lawrence, such as southern New Hampshire. Because of the close proximity of Lawrence to Boston, syndicated programming purchased by a Boston station may not be acquired by WMFP even though such programming can be bought by more distant stations. Grant of WMFP(TV)'s requested relief will correct this anomaly. See Attachment D, Letter from Vicky Gregorian of New Line Cinema to MFP, Inc., dated August 11, 1993.**

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- Under copyright law, cable television stations must pay royalties for the carriage of "distant" television stations. Stations licensed to communities included in a hyphenated market are considered "local" for all cable systems within the 35-mile zones of all hyphenated communities. Since Lawrence is not now included in the Boston-Cambridge-Worcester market, WMFP is a distant signal in communities more than 35 miles from Lawrence. WMFP could be liable for royalty fees incurred by cable operators in areas further than 35 miles from Lawrence as a condition for the carriage of WMFP. This unequal treatment limits the access of cable subscribers in portions of the market to WMFP's programming and places WMFP at a disadvantage with its competitors who are licensed to designated communities in the Boston-Cambridge-Worcester market, all of which are "local" signals not subject to copyright liability.

- One specific example of WMFP's competitive disadvantage is its unavailability in 12 towns served by Nashoba Cable which provides WMFP's competitors but does not carry WMFP because one, or perhaps two, of its franchised towns (Ashby and Ashburnham) are outside or partly outside WMFP's 35 mile zone. The other 10 or 11 are well within the Lawrence 35 mile zone, including some populous towns close to Lawrence and Boston such as Belmont. With the addition of Lawrence to this already hyphenated market, Nashoba Cable can provide WMFP to all 12 towns without incurring distant signal copyright obligations.

4) A Boston-Cambridge-Lawrence-Worcester market would make WMFP's cable carriage rights comparable to its established competitors.

- WMFP broadcasts from a transmitter location at 1 Beacon Street in downtown Boston; its Grade A and Grade B contours conform closely with the contours of other television stations licensed to listed communities in the Boston market. See Attachment E, Coverage Contour Maps for Boston-Cambridge-Worcester television stations.

5) When the Federal Communications Commission adopted the Table of Major Television Markets in 1972, Lawrence was not included with Boston-Cambridge-Worcester because no television station was operating in Lawrence and no channel was assigned to that community.

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• Arbitron now includes WMFP on its list of stations serving the Boston-Cambridge-Worcester market. See Attachment F, Arbitron ADI from Broadcasting and Cable Yearbook 1993, p. C-142.

6) WMFP is a secondary affiliate of NBC and not affiliated with any other major television network.

• WMFP provides and alternative programming not available on other television stations in the Boston-Cambridge-Worcester market. Unlike other independent television stations licensed to these three communities [WLVI-TV, Ch. 56, Cambridge-Boston, WQTV(TV), Ch. 68, Boston, WSBK-TV, Ch.38, Boston, and WUNI(TV) [formerly WHLL(TV)], Ch. 27, Worcester], WMFP cannot assure program suppliers and advertisers of access to the entire market. The requested relief will allow WMFP to improve its service to the Boston market by removing competitive burdens on WMFP's operation. See Attachment C, The WMFP August 1993 program Schedule.

If there are further questions concerning this matter, please contact the undersigned.

Very truly yours,
































  
John P. Bankson, Jr.

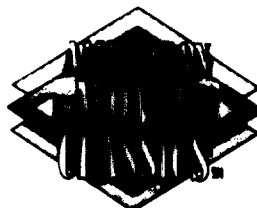
JPB/dk  
Enclosure

cc: Alan E. Aronowitz, Esquire, by hand

**ATTACHMENT A**

# Continental Cablevision

- |    |  |    |  |
|----|--|----|--|
| 2  |  WGBH (2) Boston, PBS           | 33 |  NESN New England Sports Network        |
| 3  |  CTV3 Community Programming     | 34 |  SportsChannel New England              |
| 4  | WBZ (4) Boston, NBC  | 35 |  C-SPAN I U.S. House of Representatives |
| 5  | WCVB (5) Boston, ABC   | 36 |  C-SPAN II U.S. Senate                  |
| 6  |  ESPN Total Sports Network      | 37 | WOTV (68) Boston, Independent  |
| 7  | WHDH (7) Boston, CBS   | 38 | WSBK (38) Boston, Independent  |
| 8  |  USA Network                    | 39 |  MTV Music Television                   |
| 9  | WMUR (9) Manchester, ABC   | 40 |  VH1 Video Hits One                     |
| 10 |  ON 24 Hour News                | 41 | The Nashville Network  |
| 11 | WENH (11) Durham, PBS/QVC  | 42 | Open   |
| 12 |  TBS Superstation WTBS, Atlanta | 43 |  E! Entertainment TV                    |
| 13 |  TNT Turner Network Television  | 44 | WGBX (44) Boston, PBS  |
| 14 |  Nickelodeon                    | 45 | Access - Lawrence  |
| 15 |  RE Arts & Entertainment        | 46 | Access - Lawrence  |
| 16 |  American Movie Classics        | 47 | Access - Methuen   |
| 17 |  The Family Channel             | 48 | Access - Methuen   |
| 18 |  Discovery Channel              | 49 | Access - N. Andover  |
| 19 |  Cartoon Network                | 50 | WNDS (50) Derry, Independent   |
| 20 |  CNBC                          | 51 |  Viewer's Choice I (Pay Per View)       |
| 21 | CNBC/FNN   | 52 |  Viewer's Choice II (Pay Per View)      |
| 22 |  The Weather Channel          | 53 | Pay-Per-View Previews  |
| 23 | LIFETIME TELEVISION  | 54 | Open   |
| 24 | EPG Prevue Guide   | 55 | Open   |
| 25 | WFXT (25) Boston, Fox  | 56 | WLVI (56) Boston, Independent  |
| 26 | Continental Info Channel   | 57 |  Home Shopping I                      |
| 27 | WHLL (27) Worcester, Independent   | 58 |  EWING /Boston Catholic               |
| 28 |  HBO                          | 59 | Open   |
| 29 |  Cinemax                      | 60 | WGOT (60) Merrimack, Independent   |
| 30 |  SHOWTIME                     | 61 | Univision  |
| 31 |  The Movie Channel            | 62 | Telemundo  |
| 32 |  The Disney Channel           | 63 | Travel Channel   |
|    |  | 64 | NASA   |
|    |  | 65 | Metro Marketplace  |
|    |  | 66 | WHSN (66) Framingham, Independent  |



Lawrence

**ATTACHMENT B**

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The Boston Globe

August 11, 1995

# TV WEEK

'FALLEN ANGELS'  
BRINGS DARK  
VISIONS AND  
BIG HOLLYWOOD  
NAMES TO THE  
SMALL SCREEN

BEGINNING  
TONIGHT AT 10 ON  
SHOWTIME





# CONTENTS

- 3 ► CABLE MOVIES
- 11 ► BROADCAST MOVIES
- 14 ► CHILDREN'S TV
- 15 ► SPORTS LISTINGS
- 16 ► DAILY LISTINGS

## CHANNEL GUIDE

2	WGBH-TV	Boston (PBS)
4	WBZ-TV	Boston (NBC)
5	WCVB-TV	Boston (ABC)
6	WLNE-TV	New Bedford-Prov. (CBS)
7	WHDH-TV	Boston (CBS)
9	WMUR-TV	Manchester, N.H. (ABC)
10	WJAR-TV	Providence (NBC)
11	WENH-TV	Durham, N.H. (PBS)
12	WPRI-TV	Providence (ABC)
25	WFXT-TV	Boston (Fox)
27	WUNI-TV	Worcester (Ind.)
36	WSBE-TV	Providence (PBS)
38	WSBK-TV	Boston (Ind.)
44	WGBX-TV	Boston (PBS)
50	WNDS-TV	Derry, N.H. (Ind.)
56	WLVI-TV	Boston (Ind.)
60	WGOT-TV	Merrimack, N.H. (Ind.)
62	WMFP-TV	Boston (NBC)
64	WNAC-TV	Rehoboth-Prov. (Fox)
68	WQTV-TV	Boston (Ind.)

## CABLE GUIDE

Arts & Entertainment	A&E
American Movie Classics	AMC
Black Entertainment Television	BET
Bravo Network	BRAVO
Cable News Network	CNN
Disney	DISNEY
The Discovery Channel	DOC
Entertainment/Sports Program Network	ESPN
The CBN Family Channel	FAMILY
Home Box Office	HBO
Lifetime	LIFE
Cinemax	MAX
Movie Channel	MC
Music Television	MTV
New England Cable News	NECN
New England Sports Network	NESN
Nickelodeon	NICK
Showtime	SHOW
SportsChannel	SPORTS
Atlanta Superstation	TBS
The Learning Channel	TLC
The Nashville Network	TNN
Turner Network Television	TNT
USA Network	USA
Chicago Superstation	WGN
New York Superstation	WPIX
New Jersey Superstation	WWOR

### GUIDE TO SYMBOLS

- (R) Repeat broadcast
- ◻ Closed-captioned for the hearing impaired
- (TBA) To be announced
- (NR) Not rated

### MOVIE RATINGS

- \*\*\*\* Excellent
- \*\*\* Good
- \*\* Fair
- \* Poor

**ATTACHMENT C**

## WMFP-TV, CHANNEL 62

## PROGRAM SCHEDULE

AUGUST 1993

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
1200M	HIT VIDEO	CLUB GOLF	AM.TRUCK. RPT.	CELEB. RACING	ENT.COUNTDOWN	POWER MIXX	62 ALL NITE
1230A	HIT VIDEO	PROD. SHOCASE	PROD. SHOCASE	PROD. SHOCASE	PROD. SHOCASE	POWER MIXX	62 ALL NITE
100A	COMEDY GREATS	COMEDY GREATS	COMEDY GREATS	COMEDY GREATS	COMEDY GREATS	STUDIO 62 EAST	62 ALL NITE
130A	PROD. SHOCASE	135A/COSATS-NBC	135A/COSTAS-NBC	135A/COSTAS-NBC	135A/COSTAS-NBC	STUDIO 62 EAST	62 ALL NITE
200A	62 ALL NITE	205/SERIAL THEA.	205/SERIAL THEA.	205/SERIAL THEA.	205/SERIAL THEA.	STUDIO 62 EAST	62ALL NITE
230A	62 ALL NITE	AMERICAN TRAIL	AMERICAN TRAIL	AMERICAN TRAIL	AMERICAN TRAIL	STUDIO 62 EAST	62 ALL NITE
300A	62 ALL NITE	POWER MIXX	HIT VIDEO	POWER MIXX	HIT VIDEO	STUDIO 62 EAST	62 ALL NITE
330A	62 ALL NITE	POWER MIXX	HIT VIDEO	POWER MIXX	HIT VIDEO	STUDIO 62 EAST	62 ALL NITE
400A	DOCU NEWS	DOCU NEWS	DOCU NEWS	DOCU NEWS	DOCU NEWS	STUDIO 62 EAST	62 ALL NITE
430A	DOCU NEWS	DOCU NEWS	DOCU NEWS	DOCU NEWS	DOCU NEWS	STUDIO 62 EAST	62ALL NITE
500A	NEWSWORTHY	NEWSWORTHY	NEWSWORTHY	NEWSWORTHY	NEWSWORTHY	62 ALL NITE	62 ALL NITE
530A	NBC SUN. NEWS	NBC SUN. NEWS	NBC SUN. NEWS	NBC SUN. NEWS	NBC SUN. NEWS	62 ALL NITE	62ALL NITE
600A	NBC SUN. NEWS	NBC SUN. NEWS	NBC SUN. NEWS	NBC SUN. NEWS	NBC SUN. NEWS	62 ALL NITE	62 ALL NITE
630A	NBC SUN. NEWS	NBC SUN. NEWS	NBC SUN. NEWS	NBC SUN. NEWS	NBC SUN. NEWS	62 ALL NITE	62 ALL NITE
700A	CHILD.READ.RM.	CHILD.READ.RM.	CHILD.READ.RM.	CHILD.READ.RM.	CHILD.READ.RM.	YARDWORKS	CHILD.READ.RM.
730A	NEWSWORTHY	NEWSWORTHY	NEWSWORTHY	NEWSWORTHY	NEWSWORTHY	62 MORN.MOVE	NEWSWORTHY
800A	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	JERRY FALWELL
830A	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	JERRY FALWELL
900A	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	CREAT SAFE ENV.
930A	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	62 MORN.MOVE	HIT VIDEO	PROD.SHOCASE
1000A	AMERICAN TRAIL	AMERICAN TRAIL	AMERICAN TRAIL	AMERICAN TRAIL	AMERICAN TRAIL	PROD.SHOCASE	62 MORN.MOVE
1030A	MUSIC CITY	COUNTRY TRACKS	MUSIC CITY	COUNTRY TRACKS	MUSIC CITY	CALIF.DREAMS-NBC	62 MORN.MOVE
1100A	SERIAL THEATRE	SERIAL THEATRE	SERIAL THEATRE	SERIAL THEATRE	SERIAL THEATRE	SYD.BY BELL-NBC	62 MORN.MOVE
1130A	CLONCEN.NBC	CLONCEN.NBC	CLONCEN.NBC	CLONCEN.NBC	CLONCEN.NBC	NAME ADWY.NBC	62 MORN.MOVE
1200N	CEASAR'S NBC	CEASAR'S NBC	CEASAR'S NBC	CEASAR'S NBC	CEASAR'S NBC	BRAINS-BWN-NBC	SHOOT EM UPS
1230P	PROD.SHOCASE	CLUB GOLF	FISHING WEST	YARDWORKS	PROD.SHOCASE	CREATE ENVIRN.	SHOOT EM UPS
100P	HIT VIDEO	POWER MIXX	HIT VIDEO	POWER MIXX	HIT VIDEO	POWER MIXX	UT.FOLKS THEA.
130P	HIT VIDEO	POWER MIXX	HIT VIDEO	POWER MIXX	HIT VIDEO	POWER MIXX	UT.FOLKS THEA.
200P	AN.WORLD-NBC	AN.WORLD-NBC	AN.WORLD-NBC	AN.WORLD-NBC	AN.WORLD-NBC	COMEDY GREATS	UT.FOLKS THEA.
230P	AN.WORLD-NBC	AN.WORLD-NBC	AN.WORLD-NBC	AN.WORLD-NBC	AN.WORLD-NBC	THE YARDWORKS	UT.FOLKS THEA.
300P	SHOOT EM UPS	SHOOT EM UPS	SHOOT EM UPS	SHOOT EM UPS	SHOOT EM UPS	TULLEY'S GUIDE	SCUBA WORLD
330P	SHOOT EM UPS	SHOOT EM UPS	SHOOT EM UPS	SHOOT EM UPS	SHOOT EM UPS	SERIAL THEATRE	TEXAS ANGEL
400P	CHILD.READ.RM	CHILD.READ.RM.	CHILD.READ.RM.	CHILD.READ.RM.	CHILD.READ.RM.	CHILD.READ.RM.	CHILD.READ.RM.
430P	VINTAGE TOONS	VINTAGE TOONS	VINTAGE TOONS	VINTAGE TOONS	VINTAGE TOONS	CELEB. AUTO	CLUB GOLF
500P	VIDEO JUNGBOX	VIDEO JUNGBOX	VIDEO JUNGBOX	VIDEO JUNGBOX	VIDEO JUNGBOX	INTL WRESTLING	PROD.SHOCASE
530P	NOST.MOMENTS	NOST. MOMENTS	CONQUEST.SPACE	NOST.MOMENTS	NOST.MOMENTS	INTL WRESTLING	NEWSWORTHY
600P	NEWSWORTHY	NEWSWORTHY	NEWSWORTHY	NEWSWORTHY	NEWSWORTHY	AMER ANGEL	PROD.SHOCASE
630P	HIT VIDEO	HIT VIDEO	HIT VIDEO	HIT VIDEO	HIT VIDEO	CALIF.MUSIC	PROD.SHOCASE
700P	DOCU NEWS	DOCU NEWS	COUNTRY	DOCU NEWS	RE.SURVEYOR	URBAN STREET	YAMMEN
730P	DOCU NEWS	DOCU NEWS	COUNTRY	DOCU NEWS	SUPERMAGGERS	MIN. SZ REPORT	PROD.SHOCASE
800P	CELEB. RACING	FORN.FILM FEST.	62 EVEN.THEA.	62 EVEN. THEA.	62 EVEN.THEA.	62 EVEN.THEA.	PROD.SHOCASE
830P	BLOSSOM-NBC	FORN.FILM FEST.	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.	PROD.SHOCASE
900P	CLUB GOLF	FORN.FILM FEST.	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.
930P	FISHING WEST	FORN.FILM FEST.	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.
1008P	VOX POP	AM.TRUCK RPT.	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.	JACK WYR RIPE	62 EVEN.THEA.
1030P	VOX POP	CLASSIC THEATRE	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.	SCUBA WORLD	62 EVE.THEA.
1100P	SHOOT EM UPS	CLASSIC THEATRE	62 EVE.THEA.	62 EVEN.THEA.	62 EVEN.THEA.	VOX POP	GOSPEL HOUR
1130P	SHOOT EM UPS	CLASSIC THEATRE	62 EVEN.THEA.	62 EVEN.THEA.	62 EVEN.THEA.	VOX POP	GOSPEL HOUR

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JOHN P. BANKSON, JR.  
(202) 835-8000

February 17, 1993

## **BY HAND**

Secretary  
Federal Communications Commission  
1919 M Street, N.W., Room 222  
Washington, DC 20554

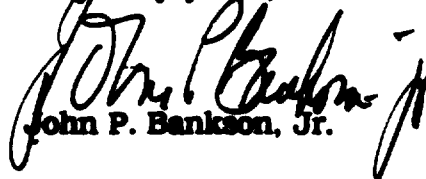
In re: WMFP(TV), Lawrence, MA: NBC Television Network Affiliation Agreement

Dear Ms. Searcy:

On behalf of MFP, Inc., licensee of the above station, we are filing a copy of its Affiliation Agreement with the NBC TV Network as required by 47 C.F.R. § 73.3613(a).

If any questions arise in connection with this filing, please contact the undersigned.

Very truly yours,

  
John P. Bankson, Jr.

JPB/lp  
Enclosure



November 15, 1992

MFP, INC.  
LAWRENCE, MASSACHUSETTS

RE: WMFP

Gentlemen:

The following shall comprise the agreement between us for the affiliation of your television broadcasting station WMFP (herein called "Station") with the NBC Television Network.

1. NBC will offer to the station via satellite for television broadcasting a variety of NBC Television Network programs. Station's acceptance of NBC Television Network programs does not contemplate, without the Station's prior written approval, the incidental use by NBC of the Vertical Blanking Interval ("VBI") of the Station's standard television signal for non-broadcast or ancillary transmissions or signals.
2. You understand that NBC currently has an affiliation agreement with WBZ-TV and that the programs on the NBC Television Network are available to viewers in Boston, Massachusetts by reason of their broadcast by Station WBZ-TV. Accordingly, in order to preclude repeat broadcasts in the same community, the NBC Television Network programs which may be offered to you hereunder are limited to those programs which are not broadcast previously by Station WBZ-TV. You agree to make any and all payments required under applicable union or other rightholder's agreement arising out of or in connection with your failure to comply with the provision of this paragraph.
3. Where, in the opinion of NBC, it is impractical or undesirable to furnish a program over interconnection facilities, NBC will deliver the program to the Station in the form of film or other recorded version, postage prepaid, in sufficient time for Station to broadcast the program at the time scheduled. Station agrees to comply with all NBC instructions concerning the disposition to be made of each such recording or copy received by station hereunder. NBC reserves the right to discontinue, upon twenty-four (24) hours notice to Station, any arrangements with the Station with respect to any or all delayed broadcasts of television programs.



4. With respect to programs offered or already contracted for pursuant to this affiliation contract, nothing herein contained shall prevent or hinder:

(a) The Station from:

- (i) rejecting or refusing network programs which the Station reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest, or
- (ii) substituting a program which, in the Station's opinion, is of greater local or national importance, or

(b) NBC from:

- (i) substituting one or more network sponsored or sustaining programs in which event NBC shall offer such substituted program or programs to Station in accordance with the provisions of Paragraph 2 hereof, or
- (ii) cancelling one or more network programs.

(c) If either party hereto shall take any action, specified in subparagraphs (a) or (b) above, such party shall exercise its best efforts to give the other party at least three (3) weeks prior written notice thereof.

(d) No compensation will be paid for a cancelled program or a substituted program unless the substituted program is commercially sponsored in which event the compensation calculated pursuant to provision 5 shall be applicable.

5. (a) We will pay you within a reasonable period of time after the close of each month for broadcasting each network sponsored program or portion thereof hereunder, except those specified in paragraph (b) hereof, which is broadcast over your station during the live time period\* therefore, the amount resulting from multiplying the following:

---

\* Live time period, as used herein, means the time period or periods as specified by us in our initial offer of a network program for the broadcast of such program over your station.



- (i) Your network station rate, which is \$500 by
- (ii) The percentage set forth in the compensation matrix table attached hereto opposite such applicable time period; by
- (iii) The fraction of an hour substantially occupied by such program or portion thereof; by
- (iv) The fraction of the aggregate length of all commercial availabilities\*\*during such program or portion thereof occupied by network commercial announcements.\*\*\*

For each network sponsored program or portion thereof, except those specified in paragraph (b) hereof, which is broadcast by your station during a time period other than the live time period thereof, we will pay you as if your station had broadcast such program or portion thereof during such live time period, except that if the percentage set forth above opposite the time period during which your station broadcast such program or portion thereof is less than that set forth opposite such live time period, then we will pay you on the basis of the time period during which your station broadcast such program or portion thereof.

\*\* Commercial availability, as used herein, means a period of time made available by us during a network sponsored program for one or more network commercial announcements or local cooperative commercial announcements which are not part of the regular format of a network sponsored program.

\*\*\* Network commercial announcement, as used herein, means a commercial announcement broadcast over your station during a commercial availability and paid for by or on behalf of one or more of our network advertisers, not including, however, announcements consisting of billboards, credits, public service announcements, promotional announcements and announcements required by law.



(b) We will pay you such amounts as we and you shall agree upon prior to the expiration of the applicable periods of time for program acceptance, as set forth in this affiliation agreement, for all network sponsored programs broadcast by your station consisting of:

- (i) Sports programs;
- (ii) Special events programs, and
- (iii) Programs for which we specified a live time period which time period straddles any of the time period categories in the table above.

(c) From the amounts otherwise payable to broadcaster hereunder, there shall be deducted, for each week of the term of this agreement a sum equal to (0%) of affiliated station's network rate (which computation shall be made on a monthly basis with 4.2857 weeks being the agreed upon number of weeks per month). Other deductions will be made for additional services such as, but not limited to, NBC News Channel, as well as a sum equal to the total of whatever fees, if any, have been agreed upon by NBC and broadcaster with respect to local cooperative commercial announcements broadcast therein.

(d) In lieu of other compensation arrangements, the first and third half-hours of the TODAY program will be reserved for sale by the station without any cooperative program charge; and the second and fourth half hours of such program will be reserved for network sale by NBC without payment of compensation for such sale. The station will retain the proceeds from any sales which it makes in the first and third half-hours. NBC will retain the proceeds from any sales which it makes in the second and fourth half hours.

(e) Compensation for a program which was interrupted may be adjusted.

(f) NBC reserves the right to change at any time the Network Station Rate of the station. If NBC increases the Network Station Rate, such increased rate shall be used in computing the compensation due you on business actually sold by NBC at such increased rate. If NBC decreases the Network Station Rate, and if such decrease is part of a general rate revision on the NBC Television Network, such decreased rate shall be used in computing the compensation due you provided NBC has given you at least ninety (90) days' written notice of its intention so to decrease such rate.





In the event of such decrease you may terminate this agreement as of the effective date of such decrease by giving NBC written notice within thirty (30) days after the receipt of NBC's notice to you of such reduction; provided, however, you shall not be entitled to terminate this agreement pursuant to this provision if the general rate decrease is attributable to substantially adverse increase(s) in the network's music performance rights payment.

6. From time to time NBC will offer to station commercial positions within network programs available for local sale. If station sells any such positions, it will pay NBC the cooperative program charges quoted Station in NBC's offer of the positions.

7. You shall not be obligated to continue to broadcast nor shall NBC be obligated to continue to furnish, subsequent to the termination of this agreement, any programs which NBC may have offered and which you may have accepted during the term hereof.

8. Your broadcast of NBC Television Network programs hereunder shall be subject to the following terms and conditions:

(a) You will not without NBC's prior written authorization make any deletions from or additions to any program furnished to you hereunder, or broadcast any commercial or other announcements during any such program.

For purposes of identification of station with NBC programs, and until written notice to the contrary is given by NBC, station may superimpose on various NBC entertainment programs, where designated by NBC, a single line of type, not to exceed 50 video lines in height and situated in the lower eighth raster of the video screen which single line shall include (and be limited to) station call letters, home market, channel number and the NBC logo. No other addition to any NBC entertainment program is contemplated by this consent, and the authorization contained herein specifically excludes and prohibits any addition whatsoever to News and Sports programs.

(b) You will not without NBC's prior written authorization sell for commercial sponsorship the NBC Television Network unsponsored programs, or unordered portions of sponsored programs which we furnish to the station hereunder.



- (c) You will not delete any NBC Television Network identification, program promotional or production credit announcement within a Network program period, including any such announcement at the conclusion of an NBC Television Network program, except for announcements promoting a network program which is not to be broadcast by the Station. For any such deleted promotional announcements you shall substitute only other NBC Television Network or Station program promotional or public service announcements.
- (d) You will not broadcast any NBC Television Network sponsored program unless such program is offered by us to the Station and is accepted by you with notice to us.
- (e) The placement and duration of station-break periods provided for locally originated announcements between NBC Television Network programs, or segments thereof, shall be designated by NBC. The Station will broadcast each program which it has accepted from the commencement of network origination until the commencement of the central station break.
- (f) Nothing herein contained shall limit the rights of the Station under Paragraph 4 hereof.
9. All NBC Television Network programs offered to Station pursuant to this affiliation agreement, shall be furnished to Station with all music performance rights necessary for broadcast by Station included. Station will have no responsibility for obtaining such rights from ASCAP, BMI or other music licensing societies insofar as the said network programs furnished by NBC to Station for telecasting are concerned. Network programs include, but are not limited to, program and promotional material, commercials and public service announcements.
10. (a) Neither you nor NBC shall incur any liability hereunder because of NBC's failure to deliver or the failure of the Station to broadcast any or all programs due to failure of facilities, labor disputes, government regulations or causes beyond the control of the party so failing to deliver or to broadcast. Without limiting the generality of the foregoing, NBC's failure to deliver a program for the following reasons shall be deemed to be for causes beyond our control: cancellation of a program because of the death or illness of a star or principal performer thereon or because of such person's failure to conduct himself with due regard to social conventions and public morals and decency or such person's commission of any act or involvement in any situation or occurrence tending to degrade him in society or bringing him into public dispute, contempt, scandal or ridicule, or tending to shock, insult or offend the community or which tends to reflect unfavorably upon NBC or the program sponsor.



(b) NBC agrees to indemnify, defend and hold Station harmless against and from all claims, damages, liabilities, costs and expenses arising out of the use or exercise by Station, under this agreement, of any Network Program or other material furnished by NBC hereunder, provided that Station promptly notifies NBC of any claim or litigation to which this indemnity shall apply, and that Station cooperates fully with NBC in the defense or settlement of such claim or litigation. Similarly, Station agrees to indemnify, defend and hold NBC harmless with respect to material furnished, added or deleted by Station. This indemnity shall not apply to litigation expense, including attorneys' fees, which the indemnified party elects to incur on its own behalf. Except as otherwise provided herein, neither Station nor NBC shall have any rights against the other for claims by third persons, or for the non-operation of facilities or the non-furnishing of Network programs for broadcasting if such non-operation or non-furnishing is due to failure of equipment, actions or claims by any third person, labor disputes or any cause beyond such party's reasonable control.

11. You will submit to NBC in writing, upon forms provided by NBC such reports as NBC may request covering the broadcast by the Station of NBC Television Network programs furnished to you hereunder.

12. NBC shall have the right to terminate this Agreement upon thirty (30) days' written notice to you in the event that Station becomes substantially less valuable to NBC as a network outlet than it is at the time of execution of this Agreement by you as a result of a material change by Station affecting the transmitter location, power, frequency, or hours or mode of operation of Station.

13. If any application is made to the Federal Communications Commission (FCC) concerning a transfer of any interest in the Station license or of the Station's license, you shall notify us forthwith. Unless the transfer is one provided for by Section 73.3540(f) of the FCC's current rules and regulations, we shall have the right to terminate this Agreement effective as of the effective date of any such transfer by giving you notice thereof within twenty(20) days after the date on which you give us notice of the making of such application. If NBC does not terminate this Agreement, it shall be deemed to have been fully assigned to any transferee of Station's license and such transferee will assume and perform all of the obligations and duties contained in this agreement on and after the effective date of transfer.



18. This agreement shall become effective at 3:00PM, New York City time on the 15th day of November, 1992 and, unless sooner terminated as hereinabove provided, shall remain in effect until the termination on your Station of the programs and program series furnished to you hereinafter but in no event shall this agreement be effective for more than two years. Both parties reserve the right to cancel this agreement at any time upon twenty-eight (28) days' written notice to the other.

If this is in accordance with your understanding, will you please indicate your acceptance on the copy of this letter enclosed for that purpose and return that copy to NBC.

Very truly yours,  
NATIONAL BROADCASTING COMPANY, INC.

BY Carl Schreiner

AGREED:  
MFP, INC.

BY [Signature]

William Lee Mockbee  
Station Manager

BY [Signature]

Avi Nelson  
President and Chief Executive Officer



14. You agree that you will not authorize, cause, or permit without NBC's consent any television program, motion picture film, recording or other material furnished to you hereunder to be recorded, duplicated, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by the Station as provided herein. Notwithstanding the foregoing, Station will not be restricted in the exercise of its signal carriage and program exclusivity rights pursuant to any applicable rule and regulation of the Federal Communications Commission, with respect to NBC programs, provided, however, that any such exercise pursuant to FCC rules with respect to NBC programs shall not be deemed to constitute a license by NBC. NBC reserves the right to restrict such signal carriage with respect to NBC programs in the event of a change in applicable law.

15. This constitutes the entire agreement between you and us, all prior understandings being merged herein. All questions with respect to this agreement shall be determined in accordance with the internal laws of the State of New York. This agreement may not be changed, modified, renewed, extended or discharged, except as specifically provided herein or by an agreement in writing signed by the parties hereto.

16. Any notices hereunder shall be in writing and shall be given by post-paid mail or prepaid telegram addressed to the respective address stated on the first page of this agreement or at such other address as may be specified in writing by the party to whom the notice is given. When a notice is given by mail or by telegram, the date of mailing or the date of delivery to the telegraph office shall be deemed the date of giving notice.

17. A waiver by either of us of a breach of any provision of this agreement shall not be deemed to constitute a waiver of any preceding or subsequent breach of the same provision or any other provision.



November 15, 1992

Compensation Matrix

WMFP-TV

(NETWORK STATION RATE \$500 X HOURS CARRIED X % BELOW)

MON - SUN	6PM - 11PM*	30%
MON - SUN	5PM - 6PM*	15%
	11PM - 1AM	
SAT - SUN	4PM - 5PM	
MON - FRI	9AM - 5PM	13%
SUN	7AM - 4PM	10.5%
SAT	2PM - 4PM	
SAT	7AM - 2PM	7.88%
NIGHTLY NEWS	MON - FRI	0%
NIGHTLY NEWS	SAT - SUN	10%
TONIGHT SHOW		7.5%
LETTERMAN		10.25%
FRIDAY NIGHT VIDEOS		4.75%
LATER WITH BOB COSTAS		4%
SATURDAY NIGHT LIVE		6.67%

\*EXCLUDING NIGHTLY NEWS

All times above are expressed in terms of your station's then current local time.

**ATTACHMENT D**



## NEW LINE CINEMA

August 11, 1993

Mr. Avi Nelson  
WNFP-TV, Channel 62  
One Parker Street  
Lawrence, MA 01843

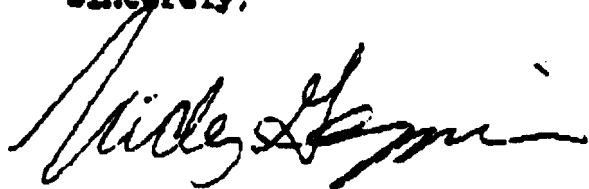
Dear Avi,

Regarding the purchase of syndicated programming that you asked about, the following terms prevail:

1. WNFP could not purchase any of the syndicated product already bought by any of the Boston stations.
2. For syndicated product that remains available WNFP would be charged the same rates as any Boston station.
3. Because of their distance from Boston, the New Hampshire stations in this market can buy syndicated product already purchased by other Boston stations, and they would be charged a lower rate.

If there are any additional questions about program purchases, I will do my best to answer them.

Sincerely,



Vicky Gregorian



**ATTACHMENT E**